

**CITY OF MIDDLETOWN-PURCHASING OFFICE
MUNICIPAL BUILDING, ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895**



CONTRACT DOCUMENTS

BID #2016-018

CONTRACTED STREET SWEEPING SERVICES

**PUBLIC WORKS DEPARTMENT
City of Middletown, Connecticut**

BID OPENING: Tuesday, August 16, 2016 at 11:00 am

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASING**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

BID 2016-018 CONTRACTED STREET SWEEPING SERVICES- PUBLIC WORKS DEPARTMENT

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Hereinafter referred to as the **Contract Documents**

**INVITATION TO BID
CITY OF MIDDLETOWN**

Sealed proposals, addressed to the Purchasing Supervisor, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received **Tuesday, August 16, 2016 at 11:00 am** for the following contract:

**BID #2016-018
CONTRACTED STREET SWEEPING SERVICES
PUBLIC WORKS DEPARTMENT**

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov.** All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room B-19**, Municipal Building, Middletown, Connecticut. All bids shall be submitted on the designated forms and in a sealed envelope using the bid return label provided as designated in the Information for Bidders.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated 07/07/2016
Middletown, Connecticut

Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work or providing the specified service will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable.

Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interest public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give price both in words and figures; **must be signed and acknowledged by the bidder where indicated on the proposal form**; sealed in an envelope using the bid return label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. **Bidder must type or use black pen at all times.**

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) consecutive calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from

the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder / Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award the contract on a **total cost basis** to the lowest responsible bidder(s) submitting the **lowest total cost**, providing that sufficient funds are available to award the contract(s). However, the City of Middletown shall reserve the right to make multiple awards based upon the **lowest unit price per item / per category and/or based on what is in**

the best interest of the City.

Additionally, in determining whether a bidder qualifies as the lowest responsible bidder, the City shall also review other subjective factors, such as the bidder's skill, ability and integrity to perform the work as specified, the bidder's professional references (if required), the bidder's reputation, information discovered during the interview process (if applicable) and whether the City in its sole discretion determines that awarding the bid to the bidder will be in the best interests of the City. The City shall award the contract to the lowest responsible bidder using the guidelines set forth herein, or shall reject all bids.

8. Term of Contract and Work Order Time Frame -

The successful bidder shall be available to service the City immediately upon receipt of an approved purchase order which shall serve as a Notice to Proceed.

The term of this contract shall be for a period of twenty-four (24) months commencing on or after **September 1, 2016 and terminating August 31, 2018. Bid pricing shall be fixed for the duration of the contract.**

9. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include all labor, street sweeping removal equipment, fuel oil and maintenance costs necessary to comply with the City's requirements pursuant to this contract.

10. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in **writing**, addressed and forwarded to the **Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-**

1995 or emailed at purchase@middletownct.gov

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is 12:00 PM, Monday, August 8, 2016 (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov. Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at www.middletownct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

11. Termination of Agreement - If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on

the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received. "

12. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract document.

13. Time for Performance - Street Sweeping services shall be provided within the specified time period as outlined in the general bid specifications. Following said verbal authorization, by the Director of Public Works or his designee, street sweeping services shall be provided in accordance with the schedule specified herein. Failure to meet such required service time shall constitute default on delivery and breach of contract and the Owner may then authorize procurement of such service from the most expeditious alternate source available to them.

All excess expenses charged for alternate procurement of defaulted delivery under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.

14. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against

any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

15. Quantities - The quantity of hours specified herein are **approximate only** as determined by the Public Works Department and are not **guaranteed**. They are included to provide the bidder with an estimate of the City's annual requirements pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City of Middletown shall reserve the right to increase or decrease the actual quantities required at the time the contract is awarded or at any time thereafter without prejudice toward the quoted bid price if to do so is in the City's best interest. **Bidders are advised that the City does not provide a guaranteed minimum payment for street sweeping services.**

16. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

17. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for

the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

18. Invoicing and Payment - The selected bidder shall submit itemized invoices to the Director of Public Works on a monthly basis. The invoice shall detail the equipment provided, the quantity of hours and unit cost per hour. The Department Director shall then forward the invoice to the Finance Department for Payment. Payment shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as approved by the Department Director. Payment terms for the City of Middletown shall be Net 30 days from receipt of invoice unless specified otherwise.

19. Invoicing and Payment - The selected bidder shall submit itemized invoices to the Director of Public Works on a monthly basis. The invoice shall detail the equipment provided, the quantity of hours and unit cost per hour. The Department Director shall then forward the invoice to the Finance Department for Payment. Payment shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date the

invoice is received by the Finance Department as approved by the Department Director. Payment terms for the City of Middletown shall be Net 30 days from receipt of invoice unless specified otherwise.

20. Extension Option - The City of Middletown reserves the right **to renew the contract for up to one additional year provided that existing contract pricing will be held firm for the additional contract period, if to do so is mutually acceptable to the parties.** Authorization to renew the contract shall be subject to the approval of the Supervisor of Purchasing who shall prepare a written amendment to the agreement for the signature of the mayor. No other act shall serve as authorization for renewal.

******21. Subcontract - The bidder(s) awarded this contract shall not subcontract this contract in whole or part without prior written authorization from the City of Middletown."**

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

CHAPTER 78

**SECTION 78-8-M BID PREFERENCE FOR LOCAL
VENDORS.**

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:
 - a. City-based bidders.
 - (1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than

10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he or she will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, physical disability, including, but not limited to blindness, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes. Unless provisions are controlling or

there is a bona fide occupational qualification excluding persons in one of the above protected groups, in any manner is prohibited by the laws of the United States or of the State of Connecticut and the City of Middletown. In addition, the Connecticut Fair Employment Practices Act, Connecticut General Statutes §46a-51 et seq., (CFEPA), not only prohibits discrimination based on actual physical disability, but also applies to discrimination based on perceived physical disability. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13, 2/4/16)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

AFFIDAVIT OF LOCAL VENDOR

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include: (Check the one which applies.)

- ____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- ____ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

Ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____
Vendor Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public: _____
My Commission Expires: _____

BID 2016-018
CONTRACTED STREET SWEEPING SERVICES
PUBLIC WORKS DEPARTMENT
CITY OF MIDDLETOWN

GENERAL SPECIFICATIONS

It is the intent of the City of Middletown to obtain bids for street sweeping, **approximately 210 miles** of road, complete with operator, and sweeper equipment required during the spring season. **The City of Middletown Public Works Department will provide the water and dump truck required to accompany the awarded vendor while sweeping.** The contractor furnishing the service shall have complete responsibility for the equipment and labor utilized pursuant to this contract and shall furnish all fuel, maintenance, repair and insurance for all equipment furnished to the City. Under the contract the contractor will receive an assignment by the City's Operations Supervisor and will be called out by him or his designee. Street Sweepers for city roads must be fully equipped and available on or before **September 1 through August 31, of each contract year.** Compensation will be made to the contractor on an hourly rate basis and shall include equipment, operator, fuels, maintenance and insurance.

The City reserves the right to reject any bid whenever it is deemed to be in its best interest. The contractor's bid to furnish equipment does not obligate the City in any manner except when such equipment is used by the City. The City shall compensate contractors at the hourly rates established for only the length of time the equipment is furnished. **Preference shall be given to contractors who are able to provide substitute equipment in the event of breakdown.**

Successful bidders shall furnish within 10 days after notification, Certificates of Insurance, in accordance with the limits included herein. Insurance certificates MUST be on file in the Risk Managers Office, City of Middletown, Connecticut before the start of the work.

SPECIFICATIONS

POLICIES: The following policies will govern during the required street sweeping period:

- All equipment shall be in good operating condition and shall comply with all laws and regulations of the State of Connecticut and City of Middletown.
- Drivers where applicable must have CDL licenses and following all laws and regulations of the State of Connecticut and Federal Government.
- Contractor is required to submit a letter identifying drivers and the certification that each driver is registered in an alcohol and drug testing program as per the **DOT DRUG AND ALCOHOL TESTING POLICY**. Said letter **must be submitted with the bid** and is to be issued by a **Certified** Laboratory in the Alcohol and Drug Testing Program.
- The City may make such investigation of the contractor's equipment and facilities as it deems

necessary to determine the bidder's ability to perform pursuant to this contract.

- Repairs to equipment are to be made at the expense of the equipment owners. Any time lost due to equipment breakdowns will not be paid for by the City.
- Travel time to or from the designated service area(s) shall not be paid.
- The City will not provide or sell fuel to the contractor for the operation of their equipment pursuant to this contract.
- The City will accept a **cellular telephone** in lieu of a mobile radio. The bidder must indicate the cellular telephone that will be provided and furnish the telephone number(s) in the space provided.

HOURS USED:

The number of hours that shall be required over the term of this contract shall vary over each season. Street Sweepers however shall be available whenever they are called out by the City and shall be available: Weekdays, between the hours of 7:00 AM to 3:30 PM and will be called out when conditions warrant at the discretion of the City.

AWARD:

Responsible, responsive, qualified bidders will be awarded provided that the street sweeping equipment proposed meets the requirements of this request and pass the City's inspection

Conditions of contractor's equipment, completeness of contractor's shop facilities, and past performance and work record will be factors considered in the selection for award and route assignments.

INSPECTION OF STREET SWEEPERS

Each street sweeper proposed for use by the contractor must be inspected at City Yard by the Fleet Manager or his designee on or before **September 1, 2016**. It shall be the responsibility of the selected contractor to notify the Fleet Manager or his designee to schedule street sweeper(s) inspection(s). Inspections will be scheduled between the hours of 7:30 A.M. to 3:30 P.M., Monday Through Friday. Street Sweepers will be inspected to determine if all specified equipment is installed and operational. The City shall reserve the right to request a second inspection should the sweeper not be fully outfitted with specified equipment at the time of inspection. Failure to obtain approval at this inspection shall disqualify the street sweeping equipment. This inspection is not a substitute for any inspection required by the Connecticut Motor Vehicle Department. Contractors shall be responsible to maintain the equipment in safe operating condition at all times and shall have the equipment inspected as required by the State of Connecticut Department of Motor Vehicles.

EQUIPMENT:

The following equipment shall be required pursuant to this contract:

1. Two (2) (4 Wheel Industrial Street Sweepers) with operators for city roads must be fully equipped

and available on or before September 1 through August 31, of each contract year.

Contractors shall furnish the equipment with operator and all other equipment satisfactory to the City of Middletown and the Department of Transportation Bureau of Engineering and Highway Operations requirements and in conformity with the Connecticut General Statutes. Equipment shall be in compliance with all applicable Federal, State and Municipal regulations in force throughout the contract period.

All vehicles will be required to have warning or flashing lights to be seen from any angle according to the Connecticut Motor vehicle requirement.

BREAKDOWNS:

There will be no payment for a street sweeper while laid up during periods should a breakdown occur.

PARKING LOTS:

Any contractor assigned to sweep City parking lots shall be responsible for any damage caused by said contractor including but not limited to curbing, sidewalks, trees or other existing improvements and shall be repaired by the contractor at no cost to the City.

GENERAL CONDITIONS
CONTRACTED STREET SWEEPING SERVICES
PUBLIC WORKS DEPARTMENT
CITY OF MIDDLETOWN

Article 1. Indemnification:

To the fullest extent permitted by law, the bidder agrees to indemnify and hold harmless the City of Middletown, its officers, agents, servants, and employees against any and all liability, judgements, costs expenses, attorney's fees and other loss, against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the bidder in the performance or lack of performance of the services required under this Contract.

Article 2. Bidder's Claims for Damage:

If the bidder claims compensation for any damage alleged to have been sustained by reason of any negligent act or omission of the Owner or any of his agents, he shall, within one week after the sustaining of such damage, make a written statement to the Engineer of the nature of the damage sustained, file with the Engineer an itemized statement of the details and amounts of such damage; and unless such statement shall be made within the time and manner as required, his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such damage. Even if properly presented, the City may reject any claim, or part thereof, not considered valid.

Article 3. Conditions Under Which the Owner May Complete:

If the work to be done under this contract shall be abandoned, or if this contract, or any part thereof, shall be sublet without the previous written consent of the Owner, or if the contract or any claim thereunder shall be assigned by the bidder otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Owner, that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the bidder has violated any of the provisions of this contract, or the work is not being done in an acceptable workmanlike manner, as determined by the City of Middletown, the Owner may notify the bidder to discontinue all work or such part thereof as the Owner may designate; and thereupon, by contract or otherwise, as they may determine, complete the work or such part thereof, and charge the expense thereof to the bidder, and may take possession of and use, or cause to be used, in the completion of the work, any of such materials, machinery, implements, and tools of every description as may be found upon the line of said work.

If the Engineer shall certify as aforesaid as to the rate of progress, the Owner may, instead of notifying the bidder to discontinue all work or such part thereof, notify him, from time to time, to increase the force employed on the whole or any part of the work, stating the amount of such increase required, and unless he shall, within ten days after such notice, increase his force to the extent required therein, and maintain such increased force from day to day until the completion of the work or such part thereof, or until the conditions as to the rate of progress may employ and direct the labors of such additional force as may, in the opinion of the Engineer, be necessary to insure the completion of the work or such part thereof within the time specified herein, and charge the expense thereof to the bidder. Neither the notice from the Owner to the bidder to increase his force nor the employment of additional force by the Owner, shall be held to prevent a subsequent notice of the Owner to him to discontinue work under the provisions of the preceding portion of this Article.

Article 4. Payments:

The bidder shall each month submit, in writing, a statement of the amount of work performed during that period to the Department of Finance for payment. At the option of the City, payments may be made more frequently. All prior payments are subject to corrections, and adjustments made for such corrections may be done within the current payment period.

Article 5. Last Payment to Terminate Liability to the Owner:

Neither the City or any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the bidder of any payment shall release the City or its agents from any and all claims and liabilities of the bidder for any act or neglect of the City or its agents relating to or affecting the work during that period covering the payment.

Article 6. The Contract Sum:

The contract sum specified in the contract documents under the applicable items includes all state and local sales, use occupations cross receipts and other similar taxes and license fees, all of which are to be paid by the bidder. Said contract sum also includes, and the bidder shall pay, the contributions measured by wages of his employees and wages of any subcontractor's employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The bidder further shall indemnify and hold harmless the City its officers, agents, servants and employees on account of any contributions measured by the wages as aforesaid of employees of the bidder and his subcontractor assessed against the City under authority of said Act and Public Laws of the State. All purchases made by the City of Middletown are exempt from payment of Federal Excise Tax and Connecticut Sales Tax.

Article 7. Discrimination:

The bidder agrees and warrants that, in the performance of this contract, he will not discriminate or permit discriminating against any person or group of persons on the ground of race, color, religious creed, age, marital status, national origin, sex, physical or mental disability (unless it is shown by such bidder that such disability prevents performance of the work involved under this contract); and further agrees to provide the Affirmative Action Administrator of the City of Middletown with such information as may be requested by said Administrator concerning the employment practices and procedures of the bidder as they relate to the provisions of this section.

Article 8. Presidential Executive Order 11246:

This contract is subject to the provisions of Presidential Executive Order 11246 of President Lyndon B. Johnson promulgated September 24, 1965 as amended by Presidential Executive Order 11375 of President Lyndon B. Johnson promulgated October 13, 1967, which is incorporated by reference, within the Affirmative Action Plan of the City of Middletown adopted by the Common Council on January 5, 1978; and as such, this contract may be canceled, terminated or suspended by the Mayor of the City of Middletown for violation of or noncompliance with said Executive Order 11246, or any municipal, state, or federal law concerning nondiscrimination. The parties to this contract, as part of the consideration hereof, agree that the Presidential Executive Order 11246 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Mayor of the City of Middletown or the Mayor's designee, shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

Article 9. Changes in the Work:

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner, by a work order.

Article 10. Connecticut General Statutes 31-286a, as amended:

All bidders are required to conform to C.G.S. Section 31-286a, as amended, concerning worker's compensation insurance requirements for Contractors on Public Works projects. The bidder shall submit with his/her bid a completed and notarized C.G.S. Section 31-286a, as amended, Conformance Form.

SPECIAL PROVISIONS

The bidder shall provide the street sweeping equipment specified immediately following departmental authorization. The equipment shall be operated by the bidder's employees and shall be fueled and serviced by the bidder at their own expense. The rental rate will be paid to the bidder for the hours actually worked.

No payment will be made for transportation time or down time, regardless of cause.

**CITY OF MIDDLETOWN, CONNECTICUT
CONNECTICUT GENERAL STATUTES, SECTION 31-286a, AS AMENDED
CONFORMANCE FORM**

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

_____ do hereby certify that the

_____ and all of its
Company Name

subcontractors conform to all requirements of the Connecticut General Statutes Section 31-286a, as amended, concerning workers' compensation insurance requirements for contractors on public works projects.

Signed

Subscribed and sworn to before me this _____ day of _____ 2016

Notary Public
My Commission Expires: _____

**BID 2016-018
CONTRACTED STREET SWEEPING SERVICES
PUBLIC WORKS DEPARTMENT
CITY OF MIDDLETOWN**

BID PROPOSAL PAGE

Issue Date: **07/07/2016** Reply Date: **Tuesday, August 16, 2016 at 11:00 am**

To: Purchasing Agent
City of Middletown
Room 112, Municipal Building
245 DeKoven Drive
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the information to bidders, general specifications, general conditions and related contract documents and propose and agree to contract with the City of Middletown in the form of an agreement to provide street sweeping services at the hourly rates stated for a contract term to commence on or after **September 1, 2016 and terminate August 31, 2018** for a contract term of twenty-four (24) months.

Bid must be signed by bidder to be accepted:

COMPANY NAME

SIGNATURE AND TITLE

PRICE SHEET

* BIDDER NOTE: THE EXTENSION FIGURE IS CALCULATED BY MULTIPLYING THE HOURLY RATE BID TIMES THE NUMBER OF ESTIMATED HOURS.

#	QTY. IN HOURS ESTIMATED	DESCRIPTION	# OF STREET SWEEPERS AVAILABLE FOR THIS CONTRACT	HOURLY RATE	EXTENSION*
1.	280	4 (four) Wheel Industrial Street Sweeper to sweep approximately 210 miles of road per Spring Season	_____	\$ _____	\$ _____
GRAND TOTAL: <div style="text-align: right; margin-top: 10px;">_____ (\$ _____)</div>					
Written Figures					

Contract Extension: Our pricing shall be held firm at the quoted unit prices herein should the City exercise its right to extend the contract for one additional year.

_____ or _____
 YES NO

NOTE TO BIDDERS: *THIS INFORMATION MUST BE COMPLETED FOR
EACH VEHICLE TO BE FURNISHED OR AVAILABLE UNDER THIS CONTRACT**

SWEEPER INFORMATION					
ITEM #	SWEEPER DESCRIPTION	MODEL YEAR	MANUFACTURER	MODEL #	LIST EQUIPMENT ON UNIT
1	STREET SWEEPER				
	1				
	2				
	3				
	4				
	5				
	6				

QUOTED BID PRICES ARE ALL INCLUSIVE OF ALL LABOR, EQUIPMENT, FUEL OIL AND TRANSPORTATION OF THE UNIT TO THE REMOVAL AREA.

This bid is made with the understanding that it cannot be withdrawn for thirty (30) days after the date set for opening of bids.

Be it understood and agreed that the prices bid for unit quantities of work in various items shall control in any contract awarded hereon, that the quantities noted are approximate only, being estimated solely for the purpose of comparing bids; and that the prices obtained above by multiplying the unit price bid by the estimated quantities, and the total of those products are computed solely for the purpose of checking this proposal and for the convenience of the bidder. The City of Middletown reserves the right to add any new items or to diminish or increase the quantities for any existing items without, prejudice towards the quoted pricing.

We acknowledge receipt of the following addendum, IF APPLICABLE:

☐ Addendum # 1 Date _____

☐ Addendum # 2 Date _____

Unit pricing: Our unit pricing per hour per sweeper classification shall be held firm for the duration of the contract (twenty-four months).

_____ or _____
YES NO

BIDDER NOTE: Please complete the following for each mobile telephone number if separate numbers are available.

Mobile Telephone Number: _____

Mobile Telephone Number: _____

Mobile Telephone Number: _____

Date: _____

Corporation

Company

President

Address

Treasurer

City, State & Zip Code

Manager

Signature & Title

Telephone Number

Fax Number

Name, title and contact number of individual to contact with questions regarding this bid:

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HEREIN (PG 23).

CITY OF MIDDLETOWN CONNECTICUT
NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date _____

Signed

Company

Address

(____)_____
Telephone Number

APPENDIX B - INSURANCE REQUIREMENTS

Bid #2016-018
CONTRACTED STREET SWEEPING SERVICES
Public Works Department

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor of the City of Middletown. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices

Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insureds on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**NANCY CONAWAY-RACZKA
RISK MANAGER**

**June 24, 2016
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

Bid #2016-018 Contracted Street Sweeping Services

Return Date: Tuesday, August 16, 2016 at 11:00 am

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

